

STATE OF MICHIGAN
COURT OF APPEALS

KENNETH MORIMANNO,

Plaintiff-Appellant,

v

BDO SEIDMAN,

Defendant-Appellee.

UNPUBLISHED

February 2, 1999

No. 203403

Kent Circuit Court

LC No. 96-001201 NZ

Before: Sawyer, P.J., and Wahls and Hoekstra, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the summary dismissal of his wrongful discharge action pursuant to MCR 2.116(C)(8). We affirm. This case is being decided without oral argument pursuant to MCR 7.214(E).

Accepting all of the factual allegations made by plaintiff in his complaint as true, *Simko v Blake*, 448 Mich 648, 654; 532 NW2d 842 (1995), plaintiff has failed to allege facts from which it can be reasonably inferred that plaintiff was employed under a just-cause employment contract. *Lytle v Malady*, 456 Mich 1, 12-13 (Riley, J.), 48 (Cavanagh, J.); 566 NW2d 582 (1997); *Dolan v Continental Airlines/Continental Express*, 454 Mich 373, 383; 563 NW2d 23 (1997). The language employed in the 1987 acknowledgment relied upon by plaintiff is insufficient to establish the existence of an employment contract between the parties that contains a provision forbidding discharge absent just cause. *Farrell v Automobile Club of Michigan (On Remand)*, 187 Mich App 220, 225-226; 466 NW2d 298 (1991). Instead, the language reflects a disclaimer by defendant providing employment at will. *Scholz v Montgomery Ward & Co, Inc.*, 437 Mich 83, 88-90; 468 NW2d 845 (1991); *Pepperman v Automobile Club of Michigan Ins Group*, 181 Mich App 519, 521; 450 NW2d 66 (1989). Additionally, in order for plaintiff to have alleged the existence of a just-cause employment contract, whose genesis was the amended memorandum, plaintiff had to allege facts from which it could be deduced that the managing partner of the office accepted plaintiff's "offer," as reflected by plaintiff's amendment of the memorandum. *Port Huron Education Ass'n v Port Huron Area School District*, 452 Mich 309, 326-327; 550 NW2d 278 (1996). Plaintiff made no such allegations in his complaint. Accordingly, absent factual allegations from which it can be reasonably

inferred that a just-cause employment contract existed, plaintiff's claim is so clearly unenforceable as a matter of law that no factual development could possibly justify a right of recovery. *Wade v Dep't of Corrections*, 439 Mich 158, 163; 483 NW2d 26 (1992).

Affirmed.

/s/ David H. Sawyer

/s/ Myron H. Wahls

/s/ Joel P. Hoekstra